

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**LANSUPPE FEEDER, LLC**

**Plaintiff,**

**vs.**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee for Soloso CDO  
2005-1 LTD.**

**Defendant,**

**and**

**SOLOSO CDO 2005-1 LTD.,**

**Nominal Defendant,**

**and**

**OXFORD UNIVERSITY BANK;  
CITIZENS BANK & TRUST COMPANY;  
COASTAL COMMERCE BANK;  
GUARANTY BANK AND TRUST  
COMPANY; BANKFIRST FINANCIAL  
SERVICES as Successor-in-Interest to  
Newton County Bank; THE FIRST, A  
NATIONAL BANKING ASSOCIATION;  
COPIAH BANK, NATIONAL  
ASSOCIATION; PRIORITYONE BANK;  
BANK OF MORTON; BANK OF  
KILMICHAEL; HOLMES COUNTY  
BANK AND TRUST COMPANY; FIRST  
COMMERCIAL BANK as Successor-in-  
Interest to Desoto County Bank; and FIRST  
STATE BANK.**

**Intervenors.**

**Case No. 1:15-cv-07034 (LTS)**

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**RULE 56(D) DECLARATION OF ROBERT B. BIECK, JR.**

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1. My name is Robert B. Bieck, Jr.. I am a partner at Jones Walker LLP. Jones Walker is counsel of record for Intervenor, Oxford University Bank; Citizens Bank & Trust Company; Coastal Commerce Bank; Guaranty Bank and Trust Company; BankFirst Financial Services as Successor-in-Interest to Newton County Bank; The First, A National Banking Association; Copiah Bank, National Association; PriorityOne Bank; Bank of Morton; Bank of Kilmichael; Holmes County Bank and Trust Company; First Commercial Bank as Successor-in-Interest to Desoto County Bank; and First State Bank (the “Intervenor”), in the above-captioned matter.

2. As counsel for Intervenor, I am familiar with the events discussed herein and make this Declaration pursuant to Rule 56(d) of the Federal Rules of Civil Procedure.

3. Plaintiff Lansuppe Feeder, LLC’s response in opposition to Intervenor’s cross-motion for summary judgment asks that the Court resort to the equities to enforce the Indenture and order distributing of the liquidation proceeds. Lansuppe also asserts that it was a bona fide purchaser. Intervenor maintain that this is not an appropriate case for weighing the equities, and furthermore, Lansuppe cannot take advantage of the bona fide purchaser defense because it admits it purchased some of its Notes with knowledge of the sales to non-Qualified Purchasers.

4. If, however, the Court considers these issues questions of fact, Intervenor cannot yet present facts regarding the circumstances surrounding Lansuppe’s purchase of its Notes. Intervenor do not yet know when, why and how Lansuppe invested in the Soloso 2005-1 CDO—facts that weigh heavily on whether it would will be inequitable to refuse to enforce the waterfall. Specifically, Intervenor believe that discovery may reveal that Lansuppe bought its Notes well after issuance at far less than full value and thus paid no premium for the rights

enjoyed by holders of notes in the senior tranche, and looks forward to a windfall at the expense of the junior noteholder.

5. The specified reason that Intervenor cannot yet present these facts is that no discovery has yet taken place. These facts are solely within Lansuppe's knowledge, and Intervenor asks that the Court allow time for discovery on this issue.

6. Intervenor does not contend that any party or counsel has prevented or delayed discovery, but simply that sufficient opportunity has not been afforded the Intervenor based on the status of the case.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 19<sup>th</sup> day of November, 2015.

/s/ Robert B. Bieck, Jr.  
ROBERT B. BIECK, JR.